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UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re

DEBRA A. CRAWFORD

Debtor.

Case No. 15-31963-pcm13

**HILLSBORO PARTNERS, LLC'S
OBJECTION TO CONFIRMATION OF
CHAPTER 13 PLAN**

Hillsboro Partners, LLC ("Hillsboro Partners"), landlord under the Lease (as defined below), objects to confirmation of Debra A. Crawford's (the "Debtor") Plan dated April 28, 2015 and Amended Plan June 3, 2015 (together, the "Chapter 13 Plan").

BACKGROUND

Hillsboro Partners as landlord, and The Ultimate Tan & Med Spa, LLC, as tenant, are parties to that certain lease agreement dated March 1, 2013 (the "Lease"). Pursuant to the Lease, The Ultimate Tan & Med Spa, LLC leased the real property commonly known as 2935 SE 73rd Avenue, Hillsboro, Oregon 97123 and legally described therein. The Ultimate Tan & Med Spa, LLC thereafter assigned all of its rights and interest under the Lease to the Debtor.

The Lease obligates the Debtor to pay to Hillsboro Partners total "Rent" in the amount of \$4,253.08, which total includes \$3,524.24 in base rent and \$728.84 in operating expenses.

Although under no obligation to do so, Hillsboro Partners agreed to accept weekly Rent

payments. Debtor is in default under the terms of the Lease by failing to pay Rent for part of April 2015 and May 2015. As of the date of this Objection, Debtor is in Default under the Lease by failing to pay Rent in the amount of \$7,973.76. Furthermore, Rent for the month of June 2015 was due on June 1, 2015, and will be late (a further event of default requiring cure) on June 6, 2015.

OBJECTION

11 U.S.C. §§ 365 and 1322 requires that the Debtor cure all defaults, or provide adequate assurances of prompt cure.

In paragraph 3 of her Chapter 13 Plan, the Debtor proposes to assume the Lease. Debtor further asserts that there are no defaults subject to cure. As stated above, however, the Debtor has failed to pay not less than \$7,973.76 to Hillsboro Partners, a monetary default under the Lease, with additional monthly rent accruing at the rate of \$4,253.08 from and after May 31, 2015. Debtor may not therefore assume the Lease until the Debtor cures such default or provides adequate assurance of prompt cure.

CONCLUSION

Any Chapter 13 Plan proposed by the Debtor must provide for and eliminate the objection set forth above. Hillsboro Partners, as landlord under the Lease, respectfully requests that the Court deny confirmation of the Chapter 13 Plan, or in the alternative, require the Debtor to amend the Plan to provide for prompt cure or provide adequate assurance of prompt cure.

DATED June 4, 2015

By: /s/ Benjamin C. Seiken
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **HILLSBORO PARTNERS, LLC'S OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN** was served on all ECF participants through the Court's Case Management/Electronic Case File system and on the following manual recipients via regular U.S. Mail on the date set forth below:

Aluli Real Estate Holdings LLC
415C Uluniu Street
Kailua, HI 96734

DATED: June 4, 2015

/s/ Stuart Wylen
Stuart Wylen, Legal Assistant